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COUNSELORS AT LAW

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202-857-2946

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JUN 24 1993

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

AARON P. SHAINIS  
202-857-2942

LEE J. PELTZMAN  
202-857-2943

June 24, 1993

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202-857-2900

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Ms. Donna R. Searcy  
Secretary  
Federal Communications Commission  
1919 M Street, N. W.  
Washington, D. C. 20554

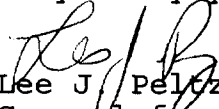
Re: MM No. 93-41  
Triad Family Network, Inc.

Dear Ms. Searcy:

Transmitted herewith on behalf of Triad Family Network, Inc., are an original and six (6) copies of its Joint Petition for Approval of Settlement Agreement and Grant of Applications.

Should any questions arise concerning this matter, kindly communicate with the undersigned.

Very truly yours,

  
Lee J. Peltzman  
Counsel for  
TRIAD FAMILY NETWORK, INC.

Enclosures



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Before The  
**FEDERAL COMMUNICATIONS COMMISSION**  
 Washington, D. C. 20554

JUN 24 1993

FEDERAL COMMUNICATIONS COMMISSION  
 OFFICE OF THE SECRETARY

In re Applications of	)	MM No. 93-41
	)	
TRIAD FAMILY NETWORK, INC.	)	BPED-910227MD
Winston-Salem, North Carolina	)	
Channel 207C3	)	
	)	
POSITIVE ALTERNATIVE RADIO, INC.	)	BPED-911119MC
Asheboro, North Carolina	)	
Channel 207A	)	
	)	
For Construction Permit for a	)	
New Noncommercial Educational	)	
FM Station	)	

To: Administrative Law  
 Judge Joseph P. Gonzalez

JOINT PETITION FOR APPROVAL OF SETTLEMENT AGREEMENT  
AND GRANT OF APPLICATIONS

Triad Family Network, Inc. ("Triad"), and Positive Alternative Radio, Inc. ("Radio"), mutually-exclusive applicants in the above-captioned proceeding, by their attorneys, hereby petition the presiding Administrative Law Judge for approval of the attached Settlement Agreement and grant of the applications of Triad and Radio. In support of this petition, the parties state as follows:

1. The Commission has designated for hearing the captioned applications of Triad and Radio. The parties have now entered into the attached Settlement Agreement. Pursuant to that agreement, the applicants have agreed to amend their applications in such a manner that they will no longer be mutually-exclusive.<sup>1/</sup>

2. Approval of a settlement would be in the public interest.

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<sup>1/</sup> The engineering amendment of Triad and a modification to Radio's previously filed engineering amendment are being filed contemporaneously with this Joint Petition for Approval of Settlement Agreement.

Absent approval, this case likely will remain in litigation for several more years. During that time, the public will be deprived of non-commercial educational broadcast service at both Winston-Salem and Asheboro, North Carolina. In addition, approval of this settlement will obviate the necessity for expending the Commission's resources in holding a hearing, issuing a decision, reviewing exceptions, and issuing a decision on exceptions. As a result, the settlement clearly serves the public interest.

~~It is so ordered by the Commission on the basis of the foregoing.~~

**SETTLEMENT AGREEMENT**

AGREEMENT made and entered into this 23rd day of June, 1993, by and between TRIAD FAMILY NETWORK, INC. (hereinafter referred to as "Triad"), and POSITIVE ALTERNATIVE RADIO, INC. (hereinafter referred to as "Radio")

WITNESSETH:

WHEREAS, Triad has an application pending before the Federal Communications Commission ("Commission") requesting authority to construct and operate a radio station on FM Channel 207C3 at Winston-Salem, North Carolina (File No. BPED-910227MD); and

WHEREAS, Radio has an application pending before the Commission requesting authority to construct and operate a radio station on Channel 207A at Asheboro, North Carolina (File No. BPED-911119MC); and

WHEREAS, Triad's and Radio's applications are mutually exclusive and have been designated for a comparative hearing through which only one may be granted; and

WHEREAS, Triad and Radio wish to avoid further costly proceedings and the time and financial burden that such proceedings place upon them and the Commission; and

WHEREAS, both Triad and Radio are willing to amend their applications in such a manner so as to facilitate the grant of construction permits for FM Channel 207C3 to Triad and FM Channel 208A to Radio; and

WHEREAS, settlement of this proceeding will obviate the expense, delay, and commitment of Commission resources, and those

of the applicants otherwise necessary to resolve the pending applications through the comparative hearing process; and

WHEREAS, the obligations of the parties hereunder are subject to the conditions set forth herein, and to the prior approval of the Commission;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. Triad will petition the Commission for amendment of its application for a new FM construction permit on Channel 207C3 at Winston-Salem, North Carolina.

2. Radio will file a modification to that amendment seeking a new FM construction permit on Channel 208A at Asheboro, North Carolina, previously filed on June 2, 1993.

3. Triad and Radio agree that each will support and in no

their respective best efforts in the preparation and filing of all Commission applications and related documents as shall be necessary or appropriate to consummate the transactions contemplated by this Settlement Agreement, including, but not limited to, appeals, applications, and petitions, as appropriate, of any adverse rulings by the Commission or delegated authorities of the Commission. The parties hereto shall cause all such filings to be made as soon as reasonably practicable following the execution of this Settlement Agreement and each of them shall prosecute such filings with all reasonable diligence and otherwise cooperate with each other and use their best efforts to obtain the requisite Commission consent and approval promptly so that a Final Order may be obtained at the earliest possible date.

6. This Agreement is the only agreement between the parties hereto and contains all of the terms and conditions agreed upon with respect to the subject matter hereof. All other agreements, written or oral, between the parties are incorporated herein. This Agreement shall be binding upon the parties hereto, their heirs, legatees, successors, and assigns.

7. Each signatory to this Agreement warrants and represents that it has full legal authority to enter into, execute, and carry out this Agreement.

8. Any notice required hereunder shall be in writing and shall be deemed given when delivered personally, or mailed by certified mail, postage prepaid, with return receipt requested to the following or their respective designees:

To Triad:

Mr. Philip T. Watson

With copy to:

Lee J. Peltzman, Esq.  
Shainis & Peltzman

TRIAD FAMILY NETWORK, INC.

By:

Philip T. Watson  
President

POSITIVE ALTERNATIVE RADIO, INC.

By:

\_\_\_\_\_  
President

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TRIAD FAMILY NETWORK, INC.

By: \_\_\_\_\_  
President

POSITIVE ALTERNATIVE RADIO, INC.

By: Vernon H. Baker  
President

DECLARATION OF PHILIP T. WATSON

Philip T. Watson, under penalty of perjury, hereby declares as follows:

1. I am a director of Triad Family Network, Inc. ("Triad"), applicant for a construction permit for a new non-commercial educational FM station at Winston-Salem, North Carolina.

2. Triad filed its application in good faith and for the purpose of obtaining an authorization to construct the requested facilities. It was not filed with the purpose of entering into or carrying out a settlement agreement.

DECLARATION OF DR. VERNON H. BAKER

Dr. Vernon H. Baker, under penalty of perjury, hereby declares as follows:

1. I am a director of Positive Alternative Radio, Inc. ("Radio"), applicant for a construction permit for a new non-commercial educational FM station at Asheboro, North Carolina.

2. Radio filed its application in good faith and for the purpose of obtaining an authorization to construct the requested facilities. It was not filed with the purpose of entering into or carrying out a settlement agreement.

3. Radio has entered into an agreement pursuant to which both Radio and Triad Family Network, Inc., are amending their applications. Radio has neither paid nor received any consideration for the dismissal of its application other than as set forth in the Settlement Agreement being tendered herewith. Approval of the settlement would be in the public interest inasmuch as it would permit the prompt resolution of service to the public and would conserve the Commission's resources by obviating the need for a lengthy comparative hearing.

Dated:

June 23, 1993

Vernon H. Baker  
Dr. Vernon H. Baker

CERTIFICATE OF SERVICE

I, Linda E. Skiles, Office Administrator of the law firm of Shainis & Peltzman, do hereby certify that copies of the foregoing document were mailed this 24th day of June, 1993, to the offices of the following:

Administrative Law  
Judge Joseph P. Gonzalez \*  
Federal Communications Commission  
Room 221  
2000 L Street, N. W.  
Washington, D. C. 20554

Norman Goldstein, Esq. \*  
Hearing Branch, Enforcement Division  
Mass Media Bureau  
Federal Communications Commission  
Room 7212  
2025 M Street, N. W.  
Washington, D. C. 20554

Chief, Data Management Staff \*  
Audio Services Division  
Mass Media Bureau  
Federal Communications Commission  
Room 350  
1919 M Street, N. W.  
Washington, D. C. 20554

Julian P. Freret, Esq.  
Booth, Freret & Imlay  
Suite 204  
1233 20th Street, N. W.  
Washington, D. C. 20036

  
Linda E. Skiles